AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.	1. CONTRACT ID CODE	PAGE	OF PAG
	FSS# 50097500 - 0	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
M274	See Block 16C Below	NMS-02-07-006 10/08/08	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
U.S. Nuclear Regulatory Commission Div of Contracts Mail Stop - TWB 01 B10M Contract Management Branch No. 3 Washington, DC 20555	3100	U.S. Nuclear Regulatory Commission Div of Contracts Mail Stop - TWB 01 B10M Contract Management Branch No. 3 Washington, DC 20555	3100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
SOUTHWEST RESEARCH INSTITUTE INC 6220 CULEBRA RD SAN ANTONIO TX 782385100		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-02-07-006
CODE 007936842 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 10-15-1987

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Please see attached pages.

Duns #: 007936842

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
R. B. Kalmbach Executive Director, Contracts		Valerie M. Whipple Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 11/06/2008	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 10/16/08

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE NOV 18 2008

ADM002

The purpose of this modification is to revise G.1 to revise provisional indirect rate, G.3 to change designate Task Project Officers, and H.16.3.D to change the number of days from 180 to 220. Accordingly, the following changes are made:

1. Section G.1.A and D are revised to add the new provisional Material Handling Burden rate as shown on attached change page 26.

2. Section G.3 is revised to designate the following Task Project Officers under the Division of Waste Management and Environmental Protection:

   Task Project Officer, Levels 1 and 2 [redacted]
   Task Project Officer, Levels 3 and 4
   Task Project Officer, Level 5
   Task Project Officer, Level 6 and 7

   See Page 31b.

3. Section H.16.3.D is revised to increase the number of days from 180 to 220, as shown on attached change page 46a.

All other terms and conditions of this contract, including the ceiling amount for the fourth renewal period of $123,376,281.00, remain unchanged.

A summary of new obligations for the fourth renewal period of this contract is given below:

Job Code D1035 (HLW)
FY07 obligation amount: $2,762,990
FY08 obligation amount: $17,291,992.29
Cumulative total of NRC obligations for JC D1035 (HLW): $20,054,982.29

Job Code J5633 (Newhall Pass)
FY08 obligation amount: $117,792
Cumulative total of NRC obligations for J5633: $117,792

Job Code J5608 (MacArthur Maze Fire)
FY08 obligation amount: $88,121
Cumulative total of NRC obligations for J5608: $88,121

Job Code J5562 (WIR)
FY08 obligation amount: $283,000
Cumulative total of NRC obligations for J5562: $283,000

This modification does not obligate funds.

CATEGORY	RATE	COST BASE	APPLICABLE PERIOD
Overhead for Center	[redacted]	direct labor and fringe benefit costs for Center employees	10/15/87-9/29/89
	[redacted]	same as above	9/30/89-9/26/91
	[redacted]	same as above	9/27/91-5/8/92
	[redacted]	same as above	5/9/92-9/30/94
	[redacted]	same as above	10/1/94 - 1/18/02
	[redacted]	same as above	1/19/02-6/22/03
	[redacted]	same as above	6/23/03 - 5/30/06
	[redacted]	same as above	5/31/06 - 2/11/07
	[redacted]	same as above	2/12/07 – 1/10/08
	[redacted]	same as above	1/11/08 – 6/06/08
	[redacted]	same as above	6/07/08–until revised
Overhead for Institute Employees	[redacted]	direct labor and fringe benefit costs for Institute employees	10/15/87-9/24/93
	[redacted]	"	9/25/93-until revised
Fringe Benefits	[redacted]	direct labor	10/15/87-9/30/88
	[redacted]	direct labor	10/1/88-4/13/90
	[redacted]	direct labor	4/14/90-3/3/92
	[redacted]	direct labor	3/4/92-9/30/92
	[redacted]	direct labor	10/1/92-1/31/97
	[redacted]	direct labor	2/1/97-2/12/99
	[redacted]	direct labor	2/13/99-7/2/99
	[redacted]	direct labor	7/3/99-8/25/02
	[redacted]	direct labor	8/26/02-5/27/04
	[redacted]	direct labor	5/28/04-2/22/07
	[redacted]	direct labor	2/23/07-until revised
Material Handling Burden	[redacted]	purchased parts and materials, subcontracting costs	9/27/97-9/25/98
	[redacted]	same as above	9/26/98-2/14/00
	[redacted]	same as above	2/15/00-1/18/02
	[redacted]	same as above	1/19/02-3/3/04
	[redacted]	same as above	3/4/04 - 1/25/05
	[redacted]	same as above	1/26/05 - 5/30/06
	[redacted]	same as above	5/31/06 - 2/22/07
	[redacted]	same as above	2/23/07- 03/02/08
	[redacted]	**same as above**	**03/03/08-until revised**

Center Level	Task Project Officer
Levels 1 and 2	[redacted]
Levels 3 and 4	
Level 5	
Level 6 and 7	

Core Center Staff may be assigned to projects managed by other business units without the Center submitting a "work for others" request under Attachment 16, Section 5, of this contract provided that the work is within one or more areas of "special competency" of the Center and (I) is not nuclear-related; (ii) does not create a conflict nor a potential conflict of interest (refer to clauses H.9 and H.12 of this contract); (iii) is not for the DOE, contractors to DOE under the NWPA, nor States or affected Tribes that may participate in the repository or associated interim storage site programs (as described in Attachment 16, Section 2 of this contract); and (iv) does not negatively impact work (including not being able to meet all established milestones) under this or any other NRC contract with the Center.

D. Notifications and Approvals

In advance of performing the work under Sections B and C of this clause, the Center shall provide notification, in the Program Manager's Periodic Report (see clause F.1.5 of this contract), or to the CO, of all work undertaken pursuant to this provision.

Use of Center personnel under the provisions of Sections B and C of this clause for more than a total of **220** days during a 6-month period on all projects not funded by the NRC will require the prior written approval of the CO. This approval will be reviewed again upon receipt of a license application from DOE for Yucca Mountain. NRC reserves the right to unilaterally reduce the number of days specified in this clause for not requiring prior written approval.

H.17 Maintenance of the Center

The contractor shall maintain the Center which includes as a minimum:

A. Business Entity

The Center shall remain as an autonomous entity that meets the FFRDC requirements of OFPP Policy Letter 84-1, Attachment 3, and Part 35 of the Federal Acquisition Regulations.

The Center shall be operated as a not-for-profit organization free of control by any organization whose affiliations could give rise to a conflict of interest.